

[REDACTED]

## CONTRACT GROWER AGREEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, Murphy Farms Inc., a North Carolina corporation, doing business as Murphy Family Farms ("**Murphy**"), at 2124 - 90th Avenue, P.O. Box 70, Algona, Iowa 50511, and \_\_\_\_\_  
Iowa, a Contract Grower ("**Grower**"), mutually agree that **Murphy** is the owner of certain pigs which will be delivered to the **Grower by Murphy**. Ownership of these pigs shall at all times remain with **Murphy**. The parties do mutually contract and agree to the terms and conditions of this Contract Grower Agreement ("**Contract**") which are hereby set forth:

## RECITAL

1. **Murphy and Grower** are desirous of entering into an agreement which will enhance the quality of life for consumers, growers, employees and owners through the production of quality pork.
2. **Murphy** is desirous of contract feeding hogs to market weight in buildings generally known as a "M1100" building or substantially similar structure which would include a slat floor and a scraper or flush system.

## I. "MURPHY" OBLIGATIONS:

- A. Provide swine to **Grower**. In all cases, **Murphy** will determine the source and sex of the swine to be placed.
- B. Provide for transportation of swine to and from **Grower's** premises.
- C. Provide management guidelines to **Grower**.
- D. Provide feed and necessary medication to **Grower** and establish minimum standards for swine health care and preventative maintenance through manuals or otherwise from time to time.
- E. Perform all marketing functions.
- F. Assist in environmental planning for **Grower's** site and facilities including coordination with state and county agencies for complete farm planning.
- G. Provide Pork Quality Assurance (PQA) or other appropriate quality training on a timely basis for **Grower** and training for **Grower** to implement proper drug inventories and administrative documentation through manuals or otherwise from time to time.
- H. Provide payment to **Grower** based on the terms and formula specified in Section III.
- I. Provide \$525,000 of term life insurance for **Grower** during the term of this **Contract**.